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JUN 5 2013

DEPT. OF LABOR STANDARDS  
BOSTON OFFICE

**AGREEMENT**

between

**LABOR RELATIONS DIVISION OF THE  
ASSOCIATED GENERAL CONTRACTORS OF MASSACHUSETTS, INC.**

and

**BUILDING TRADES EMPLOYERS' ASSOCIATION OF BOSTON AND  
EASTERN MASSACHUSETTS, INC.**

and

**MASTER PLASTERERS ASSOCIATION OF BOSTON AND VICINITY**

and

**BOSTON PLASTERERS AND CEMENT MASONS AND ASPHALT LAYERS  
UNION LOCAL NO. 534 (MA-ME-NH-VT)**

of the

**OPERATIVE PLASTERERS AND CEMENT MASONS  
INTERNATIONAL ASSOCIATION**

**EFFECTIVE:**

**July 1, 2012 through June 30, 2016**

Agreement made this 1st day of July 2012 between the Labor Relations Division of the Associated General Contractors of Massachusetts, Inc., the Building Trades Employers' Association of Boston and Eastern Massachusetts, Inc., and the Master Plasterers Association of Boston and Vicinity on behalf of such members as may from time to time authorize the same to be done, and such other Employers who assent to its provisions by signature thereto, herein known as the Employer and Boston Plasterers, Cement Masons and Asphalt Layers Union Local No. 534 of the Operative Plasterers and Cement Masons International Association covering Maine, Massachusetts, New Hampshire, and Vermont, known as the Union. A current list of members of the Associations who have so authorized will be furnished the Union upon signing of the Agreement. Said list shall contain the business name, address and telephone number of members. The Associations shall provide the Union with additions to the lists during the term of this Agreement. Each Employer when requested by the Union shall furnish to the Union its Federal Identification Number, Massachusetts Unemployment Compensation Number and a copy of its Workmen Compensation Insurance Certificate.

## ARTICLE II

### Wages, Overtime, Foreman

Section 1. Zone 1 is defined as the Commonwealth of Massachusetts counties of Barnstable, Bristol, Dukes, Essex, Middlesex, Nantucket, Norfolk, Plymouth, Suffolk and Worcester.

It is agreed that the 2012 settlement meets all of the funding obligations of the employer as defined by the Segal Company to fulfill the funding needs of the Plasterers and Cement Masons Local 534 Pension Fund and the requirements of the Pension Reform Act of 2006.

Wages and benefits for Plasterers and Cement Masons in Zone 1 will be as follows:

7/1/12 Total\$67.14 = w \$35.50 10.50H/W + 12.11P +.60ATF + 6.50AF +  
.10 MCAP + .50LMCF + 1.30SUB + .03BTEAPCM  
1/1/13 \$67.89 \$.75 (to be allocated)  
7/1/13 \$68.64 \$.75 (to be allocated)  
1/1/14 \$69.39 \$.75 (to be allocated)  
7/1/14 \$70.14 \$.75(to be allocated)  
1/1/15 \$70.89 \$.75(to be allocated)  
7/1/15 \$71.64 \$.75(to be allocated)  
1/1/16 \$72.39 \$.75(to be allocated)

Section 1a. Zone 2 is defined as Maine, New Hampshire and Vermont and includes the following counties in Western Massachusetts: Berkshire, Franklin, Hampden and Hampshire.

The following wage and benefit rates apply to work in Zone 2 as defined above:

7/1/12 Total \$56.97 = 31.00 wage + 10.45H/W + 12.11P + 1.73AF + 1.30SUB  
+ .03 BTEAPCM + .35LMCF  
1/1/13 \$57.72 \$.75 (to be allocated)  
7/1/13 \$58.47 \$.75 (to be allocated)  
1/1/14 \$59.22 \$.75 (to be allocate)  
7/1/14 \$59.97 \$.75(to be allocated)  
1/1/15 \$60.72 \$.75 (to be allocated)  
7/1/15 \$61.47 \$.75 (to be allocated)  
1/1/16 \$62.22 \$.75 (to be allocate)

## ARTICLE XIII

### Classification of Work and Working Conditions

Section 1. The claim of jurisdiction for the work to be performed under the terms of this Agreement by Cement Masons shall include but not be limited to the classifications under the OPCMIA and the following:

The screeding, straightening, floating, tamping, troweling, rubbing, sacking, patching, brushing, chipping, bush-hammering and grinding by hand or machine on buildings, bridges, silos, elevators, smoke stacks, sills, copings, steps, stairs, risers, landings, platforms, curbs and gutters, walls, footing, sidewalks, culverts, piers, streets, roads, alleys, roofs, tunnels, dams, viaducts, railroads, airports, water supply, irrigation, flood control drainage systems, sewer and sanitation projects, power houses, refineries, canals, aqueducts, river and harbor projects, wharves, docks, breakwaters, jetties, mass or reinforced concrete slabs, and all flat surfaces of concrete during their erection, alterations, repair, modification, demolition, addition or improvement in whole or in part.

The finishing and washing of all concrete, seamless composition, exposed aggregate, stamped concrete and plastic materials, including the use of color pigment where specified, whether done by stain, brush, broom, trowel, float or any other process.

The spreading, screeding, darbying, troweling and grinding of all types of magnesium oxychloride granolithic or terrazzo composition flooring and base including the preparation of the sub-floor surfaces and the application of the required bonding agents both chemical and mechanical.

The snapping of all ties and removal of cones that remain after stripping that require patching and/or waterproofing.

The plugging and/or waterproofing of tie and cone holes using cement, plastic or any other material.

The cutting of nails, wire, wall ties, etc. on all surfaces that are to be patched, rubbed or finished.

The application of all curing compounds that are to be applied as a part of the finishing operation.

Section 2. The laying, spreading, raking, priming, and finishing of all hot or cold asphalt materials including bituminous concrete and cork asphalt surfaces when laid in buildings and yards adjacent thereto.

Section 3. The rubbing, brushing or brooming, troweling, chipping of concrete surfaces that are to receive an application of waterproofing materials (excepting where the surfaces have got to be chipped by a chipping hammer that requires the use of two (2) hands shall be done by the laborer), and also the patching, bush-hammering, crandelling, washing or any other method that produces a surface or a finish on concrete.

Section 4. The operation of any machine or hand tool that may be used to produce such surface or finish, including sandblasting, water and steam blasting.

Section 5. The setting of all strips and grades in connection with laying of cement, mastic, resilient and other plastic flooring materials and the running of all bases including and setting of temporary grounds for same, the application and sanding of all underlayment materials.

Section 6. The application and finishing of all cement or other plastic materials that may be used for damp or waterproofing purposes that are applied with a trowel, roller, squeegee, brush, spray, etc.

Section 7. The setting of all glass that is laid or set in concrete such as those in skylights or other areas that glass is used to reflect light through a concrete slab and also the sealing of same by asphalt or other mixtures that may be used to waterproof the glass inserts.

Section 8. The interior and exterior patching, dry packing, grouting, caulking and finishing of precast concrete, the setting of all machinery such as engines, pumps, generators, air

compressors, tanks, and so forth that are set on concrete foundations also in the setting of all base plates, sole plates, treads, pipes, doorjamb, hinges, etc. that are set in cement or concrete.

Section 9. The pointing and patching or caulking of all steel or metal window frames that touch concrete.

Section 10. All types of Composition flooring including cove or straight base, and including the preparation and application of the required bonding agents both chemical and mechanical.

Section 11. The operation of the nozzle and all necessary screeding, floating and finishing, also the necessary setting of all strips, wires, and templates required in the installation of gunite, solarcrete, etc. materials.

Section 12. The laying and polishing of all mastic including the application of all necessary bases and adhesive materials, in connection with the work.

Section 13. All concrete restoration work, including the preparation of said work as normally performed by Cement Masons in the industry.

Section 14. The Employers, party to this Agreement, may hire Cement Masons in the supervision of the pouring of concrete that is to receive a finish by any of the methods of finishing concrete that is specified in this Agreement and the wages paid men in such supervision may be on a weekly basis.

Section 15. Cement Masons shall set all curb and gutter forms, screeds, stakes, grades, grade nails, wet pads, wet screeds, in construction that may be used for grading or leveling of concrete, gypsum, waylite, zoneolite, elasticell, or any additive comparable to the aforementioned being used for the specific purpose of roof deck or flooring material and shall also do all necessary rodding and striking off, brushing or brooming of all concrete or other products, that may be required to produce a surface or finish, including cutting.

Section 16. The following shall be understood and agreed that it represents the normal accepted practice that the following named machines shall be construed to be the tools of the Cement Mason and it shall be his duty and obligation to operate said machines as such or any machine that is necessary for the performance and completion of the work of the Cement Mason.

- a. Manual or power driven bush-hammers.
- b. Manual or power driven grinding machines.
- c. Power driven scoring or scarifying machines.
- d. Manual or power driven screeding machines.
- e. Manual or power driven cutting machines.
- f. Power concrete sawing machines.
- g. Electrically powered leveling tool.
- h. Power driven floating and troweling machines.
- i. Operation or control of all types of vacuum mats used in drying of cement and concrete floors, in preparing the same for finish.
- j. Operation of the epoxy injection machine and the preparation, placing of entry ports, the sealing and damming of joints and cracks as needed.

Section 17. Jurisdictional Agreement between Crafts

(a) Reference: June 1984, as amended through June 1998, Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (Green Book), pages 62-63. Agreement between the United Brotherhood of Carpenters and Joiners of America and the Operative Plasterers' and Cement Finishers' International Association of the United States and Canada, at the headquarters of the First Named Organization, Carpenters' Building, Indianapolis, Ind., June 13, 1944.

This Agreement entered into by and between the United Brotherhood of Carpenters and Joiners of America, the Operative Plasterers' and Cement Masons' International Association of the United States and Canada, in the matter of jurisdiction to govern the fabrication and setting of screeds and forms used in connection with the placing and finishing of cement or concrete, shall be as follows:

- 1. The setting of screeds of lumber, metal or other materials to determine the proper grade of concrete, when used to serve as forms, such as 2" by 4"s, or other plain pieces of material,



when held in place by stakes and/or spreaders shall be done by Cement Finishers, members of the O.P. & C.M.I.A. and B.M. & P.I.U. A screed is a strip of wood or metal used as a guide for leveling or grading a concrete floor, slab or sidewalk.

2. The fabricating of all screeds and stakes, for any purpose, and the construction and setting of all forms shall be done by Carpenters, members of the U.B. of C. & J. of A. A form is a built-up section of wood, metal or composition board used for the purpose of molding concrete to a given line or shape.

3. Any bulkhead that is one single board in height, and that has no key attached or which is not notched or fitted shall be set and braced or staked by Cement Finishers, providing same is used as a screed. The term bulkhead shall mean a form or screed erected for the purpose of separating pours of concrete. Any bulkhead that must be notched or fitted, or which has a key attached, or which is over one board high, or any bulkhead that is not used as a screed, shall be fabricated and set by Carpenters.

(b) Decisions pursuant to the Memorandum of Understanding between the Operative Plasters and Cement Finishers International Associates, the Bricklayers, Masons and Plasterers International Union and the International Hod Carriers, Building and Common Laborers Union, now known as the Laborers' International Union of North America, dated July 19, 1948. Green Book, pages 78-79.

(c). Any other relevant decision in the Plan for the Settlement of Jurisdictional Disputes, with the exception of any and all decisions involving the International Union of Bricklayers and Allied Craftsmen.

#### ARTICLE XIV

##### Classification of Work and Working Conditions

Section 1. The claim of jurisdiction for work to be performed under the terms of this Agreement by Plasterers shall include but not be limited to the classification under the OPCMIA and the following specified work and all work or processes which represent technological change, replacement, modification or substitution for the work described below:

(a) All work shall be executed in a thorough workmanlike manner, all wire and metal lath shall be given a good scratch

coat which shall not be browned the same day. Scratch coat shall be thoroughly dry before applying brown coat.

(b) All smooth troweled finishes shall be well mixed and troweled. All angles shall be straightened with bevel edge not less than five (5) feet.

(c) Float Sand Finishes shall be applied evenly over a brown coat, well floated and brought to an even surface.

(d) All texture finishes of Portland Cement, plaster or patent material shall be applied over a brown coat.

(e) All concrete surfaces to be plastered shall be well roughened or backed and free from dirt, grease or oil. It shall be wet down given a coat of bond plaster before gypsum, veneer, brown coat or finish is applied.

(f) All brown coat shall be screeded, rodded, darbied and hand floated.

(g) Plasterers who apply brown coat shall straighten and float it. Plasterers who gauge finish coat shall apply it, trowel it and brush it.

(h) All interior and exterior plastering of Portland Cement, stucco, imitation stone or any other patent or plastics shall be the work of the plasterers.

(i) The sticking and pointing of ornaments and the processing or sticking of artificial stone shall be the work of the Plasterers.

(j) The casting, running, sticking, nailing or screwing in place of plaster or composition caps and ornaments is the work of the plasterers.

(k) All cornices that can be run in place shall be run in place on the job.

(l) The making of all molds for plaster model making, finishing plaster models, preparing all models for casting and casting of same, shall be the work of the Plasterers.

(m) Suitable wooden tools shall be furnished by the employer on all jobs.

(n) All materials and sealants used for fireproofing, including application by spraying, shall be the work of Plasterers and Sprayers. Patching by hand or by the use of Hawk and Trowel shall be the exclusive work of Plasterers and Sprayers.

(o) All precast plaster and prefab plastering work done in shops will be performed by the Union.

(p) Where there are more than two (2) bathrooms on a job (to be tiled by a tilelayer) the scratch coat is the work of the plasterer.

(q) All browning with machines must be done between screeds, same as hand applied.

(r) The application and preparation of Veneer and Acoustic Plaster and special finish materials may be machine mixed and must be done in accordance with the Manufacturer's specifications.

(s) All patching, repairing and finishing of any existing plastered wall surfaces, and all plaster restoration and preservation of ornamental, conventional and veneer patching and repairing.

(t) Application and preparation of Venetian plaster and special finish materials

(u) Application of thin film intumescent fireproofing (decorative fireproofing and sound proofing)

(v) The operation, the handling and control of the nozzle and use of the plastering machine shall be the work of the Plasterers.

(w) The use of Drivit or a similar product with another trade name or other material used in the same fashion as Drivit, including all products used for exterior wall insulation finish systems, (E.I.F.S.), including the use of a power nozzle, shall be under the exclusive control of a Plasterer. The associations recognize the right of the union to claim Level 5, a thin coat of joint compound, and EIFS product work.

(x) Keene Cement Lime, Gauging Plaster and other smooth troweled finishes shall be gauged by Journeyman Plasterer.

(y) All fiber materials which are blown onto wire lath, concrete, steel or any other base for the purpose of insulating or fireproofing shall be done by the Plasterer.

(z) All acoustic blocks, cork blocks, fiberglass board, foam glass styrofoam or any other patent board when stuck with any plastic material shall be the work of the Plasterers only,

(aa) The preparation and scratching of all walls and ceilings when finished with terrazzo shall be the work for the Plasterers, except bathroom, vestibules and small halls in private residences may be plastered by the tile setter.

(bb) All walls over 15 feet long shall be plumbed, lined, dotted, screeded, rodged, darried and hand floated. All browning with the machine must be done between screeds, same as hand applied.

(cc) All moldings and coves up to eight inches in radius must be run in place and ornament placed and pointed by journeymen. Molds must be made by journeymen.

(dd) The preparation, installation and repair of all interior and exterior insulation systems, including, but not limited to outsulation, ultra-lation, lead abatement, encapsulation, and fire proofing of all steel beams, columns, metal desks, and vessels shall be the work of the Plasterers. Plasterers shall also have jurisdiction over all work or processes which represent technological change, replacement, modification or substitution for the work described above.

(ee) USE OF TOOLS: The plasterer shall have the right to the use of any tools necessary for the performance and/or completion of work of the plasterer.

## ARTICLE XVI

### Territory

Section 1. The territorial jurisdiction covered by this Agreement for Plasterer and Cement Mason work shall include Massachusetts, Maine, New Hampshire and Vermont and any other jurisdiction subsequently granted to the Union by the OPCMIA. However, for the Employers identified in Exhibit A for whom the Union has been certified as the Section 9(a) exclusive bargaining representative for all jobs without regard to geographical location, this Agreement shall cover all of the Employer's jobs:

The territorial jurisdiction set forth herein shall be in no way construed as restricting the members of the Union, party to this Agreement, from seeking to accepting employment in any place or locality that cement masonry or plastering work is to be done.

## ARTICLE XVII

### Apprentice Program

Section 1. The Employer shall employ a ratio of one (1) apprentice to three (3) journeymen, when available. This practice will be consistent with the progressive policy which will result in an appropriate training for the development of future well-trained mechanics. It shall be the responsibility of the Employer to notify the Union when employment opportunities are available for Plasterer or Cement Mason apprentices.

Section 2. The parties hereto agree to continue the Boston Plasterers and Cement Masons and Asphalt Layers Apprenticeship and Training Fund. The Fund will be operated under an Agreement and Declaration of Trust to be adopted by the parties.

Section 3. Each Employer agrees to pay to the Fund, the amount set forth in Article II - Wages, Overtime, Foreman, per hour for each hour worked by each employee covered by this Agreement.

Section 4. The Labor Relations Division of the Associated General Contractors of Massachusetts, Inc., the Building Trades Employers' Association of Boston and Eastern Massachusetts, Inc., and the Master Plasterers Association of Boston and Vicinity shall each appoint one (1) Trustee and the Union shall appoint three (3) Trustees to administer the Fund.

Section 5. Failure to contribute to the Fund shall be a violation of this Agreement.

Section 6. Employer contributions shall be used exclusively for the training and education of apprentices and journeymen and for the administrative costs of the Joint Apprenticeship Committee.

Section 7. All parties to this Agreement agree that all apprentices in the cement mason and plastering trade shall be indentured to the Joint Apprenticeship Committee.

Section 8. All questions of mutual concern that cannot be resolved by the Joint Apprenticeship Committee shall be referred to the plan of arbitration as provided in Article XXI of this Agreement.

Section 9. The plans of the Joint Apprenticeship Committee are subject to the final approval of all parties to this Agreement.

Section 10. It is further agreed that each Trustee shall also be a member of the Joint Apprenticeship Committee provided for in this Article.

Revised Schedule of Wages for  
4 Year/6,000 Hour Apprentices

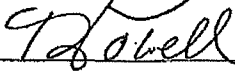
| Hours     | Wage | H&W | Pen | Ann | ATF | LMCF | Vac | SUB | BTEA | MCAP |
|-----------|------|-----|-----|-----|-----|------|-----|-----|------|------|
| 0-1000    | 50%  | Yes | Yes | No  | Yes | No   | No  | No  | No   | No   |
| 1001-2000 | 60%  | Yes | Yes | Yes | Yes | No   | No  | Yes | No   | No   |
| 2001-2500 | 65%  | Yes | Yes | Yes | Yes | Yes  | Yes | Yes | Yes  | Yes  |
| 2501-3000 | 70%  | Yes | Yes | Yes | Yes | Yes  | Yes | Yes | Yes  | Yes  |
| 3001-4000 | 75%  | Yes | Yes | Yes | Yes | Yes  | Yes | Yes | Yes  | Yes  |
| 4001-5000 | 80%  | Yes | Yes | Yes | Yes | Yes  | Yes | Yes | Yes  | Yes  |
| 5001-6000 | 90%  | Yes | Yes | Yes | Yes | Yes  | Yes | Yes | Yes  | Yes  |

ARTICLE XXVIII

Tenure of Agreement

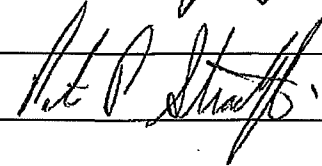
This Agreement shall be effective July 1, 2012 and will expire June 30, 2016, but if neither party to this Agreement gives notice in writing to the other party on or before April 30, 2016 that it desires a change after June 30, 2016 then this Agreement will continue in effect until June 30, 2017, and so on each year thereafter unless on or before April 30 of each year thereafter a notice is given by either party.

LABOR RELATIONS DIVISION OF THE  
ASSOCIATED GENERAL CONTRACTORS OF  
MASSACHUSETTS, INC.

  
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BUILDING TRADES EMPLOYERS' ASSOC.  
OF BOSTON AND EASTERN MA, INC.  
BOSTON PLASTERERS, CEMENT MASONS  
AND ASPHALT LAYERS LOCAL UNION  
NO. 534

  
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MASTER PLASTERERS ASSOCIATION OF  
BOSTON AND VICINITY

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EMPLOYERS NEGOTIATING COMMITTEE

Thomas J. Gunning, Chairman  
Rodney Frias  
Thomas S. Gunning  
Scott Angelini  
Kenneth Marshall  
James Grosso, Esq.

UNION NEGOTIATING COMMITTEE

Harry C. Brousaides, Chairman  
Stephen Uva, Business Mgr.  
Peter Stracuzzi, Bus. Agent  
David Ferron, President  
Aaron D. Krakow, Esq.